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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 19-15849-mdc

John Hager Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Feb 22, 2022 Form ID: pdf900 Total Noticed: 4

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 24, 2022:

Recipi ID Recipient Name and Address

th + John Hager, 2740 N. Barley Sheaf Road, Coatesville, PA 19320-2245

cr + Matrix Financial Services Corporation, c/o Stern & Eisenberg, PC, 1581 Main Street, Suite 200, Warrington, PA 18976-3403

cr + Santander Consumer USA Inc. dba Chrysler Capital, P.O. Box 961245, Fort Worth, TX 76161-0244

cr + Township of Caln/Caln Township Municipal Authority, c/o Portnoff Law Associates, Ltd., P.O. Box 3020, Norristown, PA 19404-3020

TOTAL: 4

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 24, 2022 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 22, 2022 at the address(es) listed below:

Name Email Address

DANIEL P. JONES

on behalf of Creditor Matrix Financial Services Corporation djones@sterneisenberg.com bkecf@sterneisenberg.com

DENISE ELIZABETH CARLON

on behalf of Creditor MATRIX FINANCIAL SERVICES CORP. bkgroup@kmllawgroup.com

JAMES RANDOLPH WOOD

on behalf of Creditor Township of Caln/Caln Township Municipal Authority jwood@portnoffonline.com

jwood@ecf.inforuptcy.com

JOSEPH L QUINN

on behalf of Debtor John Hager CourtNotices@rqplaw.com

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KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

REBECCA ANN SOLARZ

 $on \ behalf \ of \ Creditor \ MATRIX \ FINANCIAL \ SERVICES \ CORP. \ bkgroup@kmllawgroup.com \ rsolarz@kmllawgroup.com$

United States Trustee

USTPRegion 03. PH. ECF@usdoj.gov

WILLIAM EDWARD CRAIG

on behalf of Creditor Santander Consumer USA Inc. dba Chrysler Capital ecfmail@mortoncraig.com mortoncraigecf@gmail.com

TOTAL: 8

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

John Hager	<u>Debtor</u>	CHAPTER 13
MATRIX FINANCIAL SERVICES CORP.		
vs.	Movant	NO. 19-15849 MDC
John Hager	<u>Debtor</u>	11 U.S.C. Section 362
Kenneth E. West, Esquire		
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$26,779.51 which breaks down as follows;

Post-Petition Payments:

December 2020 in the amount of \$1,614.55/month

January 2021 to June 2021 in the amount of \$1,993.44/month July 2021 to February 2022 in the amount of \$1,733.29/month

Fees & Costs Relating to Motion:

\$1,038.00

Suspense Balance:

\$85.45

Total Post-Petition Arrears

\$26,779.51

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within thirty (30) days of the filing of this Stipulation, Debtor shall make a lump sum payment to cure the post-petition arrears of \$26,779.51;
- 3. Beginning with the payment due March 1, 2022 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,733.29 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

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should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

- If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- If the instant bankruptcy is terminated by either dismissal or discharge, this
 agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date:	February 11, 2022	By: <u>/s/ Rebecca A. Solarz, Esquire</u>
	•	Attorney for Movant

ate: 2/14/2022

Joseph L. Quinn, Esquire

Attorney for Debtor

No Objection

Approved by the Court this 18th day of February 2022. However, the court retains discretion regarding entry of any further order.

Magdeline D. Coleman

Chief U.S. Bankruptcy Judge

Magdeline D. Colem